

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ServiceBench, Inc.		08/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A. as Collateral Agent		
Street Address:	101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2688045	RAPIDBENCH	
Registration Number:	2561711	SERVICEBENCH	
Registration Number:	2901988	SERVICEBENCH	
Registration Number:	2724057	SSC/CENTRAL	
Registration Number:	2724056	SSC/RECALLRESCUE	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Jean Paterson		

CH \$140.00 2688045

900114004

TRADEMARK
REEL: 003837 FRAME: 0035

Signature:

/Jean Paterson/

Date:

08/18/2008

Total Attachments: 5

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ServiceBench, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 08/14/2008

2. Name and address of receiving party(ies)

Name: Bank of America, N. A., as

Internal

Address: Collateral Agent

Street Address: 101 N. Tryon Street

City: Charlotte State: NC Zip: 28255

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) SEE SCHEDULE I

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Boris Belkin

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Boris Belkin
Name of Person Signing


Signature

August 15, 2008
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Trademark Security Agreement Supplement and Joinder

Trademark Security Agreement Supplement and Joinder, dated as of August 14, 2008, by Service Bench, Inc. ("New Grantor"), in favor of Bank of America N.A., in its capacity as collateral agent and administrative agent for the Secured Parties pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, New Grantor is a party to that certain Counterpart Agreement, dated February 28, 2008, which supplements the Pledge and Security Agreement, dated as of May 22, 2007 made by the Grantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, under the terms of the Counterpart Agreement, New Grantor agreed to comply with all the terms and conditions of the Security Agreement as if it were an original signatory thereto;

WHEREAS, under the terms of the Security Agreement, New Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain of its intellectual property and has agreed to execute this Trademark Security Agreement Supplement and Joinder which supplements the Trademark Security Agreement dated as of May 22, 2007 among the Grantors party thereto and the Collateral Agent (the "**Trademark Security Agreement**").

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Grantor agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meaning set forth in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. New Grantor by its signature below becomes a Grantor under the Trademark Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby agrees to all the terms and provisions of the Trademark Security Agreement applicable to it as a Grantor thereunder. In furtherance of the foregoing, the New Grantor grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of its right, title and interest in and to the following:

- (a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

(b) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to or arising from any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement and Joinder is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and to the Trademark Security Agreement and New Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement and in the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement Supplement and Joinder is deemed to conflict with the Security Agreement or the Trademark Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than indemnities and other inchoate obligations not then due and payable) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement Supplement.

SECTION 4. Counterparts. This Trademark Security Agreement Supplement and Joinder may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement Supplement and Joinder by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, New Grantor has caused this Trademark Security Agreement Supplement and Joinder to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SERVICE BENCH, INC.

By: 

Name: Steven J. Voss

Title: Senior Vice President

Accepted and Agreed:

Bank of America, N.A.,
as Collateral Agent

By: 

Name:

Liliana Claar

Title:

Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT SUPPLEMENT
TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

	Owner	Registration Number	Description
1.	Service Bench, Inc.	2,688,045	RAPIDBENCH
2.	Service Bench, Inc.	2,561,711	SERVICEBENCH
3.	Service Bench, Inc.	2,901,988	SERVICEBENCH (and Design)
4.	Service Bench, Inc.	2,724,057	SSC/CENTRAL
5.	Service Bench, Inc.	2,724,056	SSC/RECALLRESCUE